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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SIXTH APPELLATE DISTRICT

MARIEL BOLHOUSE et al.,

Petitioners and Appellants,

v.

RENTAL HOUSING COMMITTEE et al.,

Respondents.

H046335

(Santa Clara County

Super. Ct. No. CV325875)

In 2016, voters in the City of Mountain View (City) passed ballot Measure V, thereby amending the City Charter to add the Community Stabilization and Fair Rent Act (CSFRA). Among other things, the CSFRA imposes limitations on a landlord's abilities to terminate a tenancy and to increase rent. The CSFRA also created a Rental Housing Committee (Committee) tasked with establishing rules and regulations for administering and enforcing the CSFRA. In 2018, the Committee concluded that the CSFRA does not apply to rented mobile homes and mobile home spaces. Mariel Bolhouse and Tim Larson, residents and tenants of a mobile home park in the City, filed a writ of mandate seeking to require the Committee to reverse that decision and to promulgate rules and regulations applying the CSFRA to rented mobile homes and mobile home spaces. They appeal from the denial of that petition. We shall affirm.

## **I. BACKGROUND**

### **A. Mobile Homes and Mobile Home Parks**

#### *1. History and Terminology*

Mobile homes have their origins in the travel trailers of the 1920's. (Ann M. Burkhart, *Bringing Manufactured Housing into the Real Estate Finance System* (2010) 37 Pepperdine L.Rev. 427, 431.) Over time, people increasingly used travel trailers as permanent homes. (*Ibid.*) Manufacturers responded by building larger "mobile homes," although actually moving these homes "became increasingly difficult. . . . [T]hey were a popular form of housing not because they actually were mobile but because they were affordable." (*Ibid.*, footnote omitted.)

The United States Department of Housing and Urban Development first promulgated regulations governing mobile homes in 1976. (Burkhart, *supra*, 37 Pepperdine L.Rev. at p. 432 & fn. 34.) Around the same time, the mobile home industry began referring to "mobile homes" as "manufactured homes." (*Ibid.*; *Bennett v. CMH Homes, Inc.* (6th Cir. 2014) 770 F.3d 511, 517-518 (Stranch, J. dissenting).) Shortly thereafter, "Congress replaced the term 'mobile home' in federal housing acts with the term 'manufactured home.' " (Burkhart, *supra*, at p. 432, fn omitted.)

The foregoing developments in federal oversight and terminology are reflected in California's Manufactured Housing Act, which differentiates between mobile homes and manufactured homes based on construction date, with mobile homes being constructed before June 15, 1976 and manufactured homes being constructed on or after that date.<sup>1</sup>

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<sup>1</sup> The Manufactured Housing Act defines " '[m]obilehome' " as "a structure that was constructed prior to June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected onsite, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation system when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. 'Mobilehome' includes any structure that meets all the requirements of this paragraph and complies with the state

(Health & Saf. Code, §§ 18007, subd. (a); 18008, subd. (a).) However, California law also reflects the fact that the terms mobile home and manufactured home frequently are used interchangeably. For example, the Mobilehome Residency Law uses the term “mobilehome” to refer to both “a manufactured home, as defined in Section 18007 of the Health and Safety Code, and a mobilehome, as defined in Section 18008 of the Health and Safety Code . . . .” (Civ. Code, § 798.3, subd. (a).) We shall use the term mobile home to refer to both mobile homes and manufactured homes unless otherwise noted.<sup>2</sup>

2. *Unique Characteristics of Mobile Homes and Mobile Home Parks*

As alluded to above, “[m]obile homes are largely immobile as a practical matter, because the cost of moving one is often a significant fraction of the value of the mobile home itself. They are generally placed permanently in parks; once in place, only about 1 in every 100 mobile homes is ever moved. [Citation.] A mobile home owner typically

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standards for mobilehomes in effect at the time of construction. ‘Mobilehome’ does not include a commercial modular, as defined in Section 18001.8, factory-built housing, as defined in Section 19971, a manufactured home, as defined in Section 18007, a multifamily manufactured home, as defined in Section 18008.7, or a recreational vehicle, as defined in Section 18010.” (Health & Saf. Code, § 18008, subd. (a).)

The Manufactured Housing Act defines “ ‘[m]anufactured home’ ” as “a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. ‘Manufactured home’ includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).” (Health & Saf. Code, § 18007, subd. (a), footnote omitted.)

<sup>2</sup> As demonstrated by the statutory definitions we have cited, the Manufactured Housing Act and the Mobilehome Residency Law use the one-word term “mobilehome.” Appellants and respondents use the two-word term “mobile home.” In the record, the term generally appears in its two-word form, which is the form we use here.

rents a plot of land . . . from the owner of a mobile home park. The park owner provides private roads within the park, common facilities such as washing machines or a swimming pool, and often utilities. The mobile home owner often invests in site-specific improvements such as a driveway, steps, walkways, porches, or landscaping.’ [Citation.]” (*Galland v. City of Clovis* (2001) 24 Cal.4th 1003, 1009 (*Galland*).)

Some mobile home park residents own their mobile home; others rent the mobile home from its owners. “ ‘When the mobile home owner wishes to move, the mobile home is usually sold in place, and the purchaser continues to rent the pad on which the mobile home is located.’ ” (*Galland, supra*, at p. 1009.)

### 3. *State Regulation*

Multiple state statutes govern the use and occupancy of mobile homes. (44 Cal.Jur.3d (2020) Mobile Homes § 1.) The Mobilehome Residency Law (Civ. Code, §§ 798, et seq.) “comprises almost a hundred statutes governing numerous aspects of the business of operating a mobilehome park” and “ ‘extensively regulate[s] the landlord-tenant relationship between mobilehome park owners and residents.’ [Citations.]” (*Sequoia Park Associates v. County of Sonoma* (2009) 176 Cal.App.4th 1270, 1279 (*Sequoia Park*).) “[T]he Mobilehome Parks Act (Health & Saf. Code, §§ 18200-18700) . . . regulates the construction and installation of mobilehome parks in the state. [Citation.]” (*Id.* at p. 1280.) And the Manufactured Housing Act (Health & Saf. §§ 18000-18153) “regulates the sale, licensing, registration, and titling of mobilehomes.” (*Ibid.*)

## **B. *Factual Summary***

### 1. *Mobile Homes and Mobile Home Parks in the City*

The City is home to six mobile home parks containing approximately 1,130 mobile home spaces. Sahara Village and Santiago Villa are among the mobile home parks located in the City. The record is not clear as to how many mobile homes in the City are rented as opposed to homeowner-occupied. And the record does not disclose

how many rented mobile homes are owned by individual homeowners and how many are owned by the mobile home parks.<sup>3</sup>

## 2. *Measure V and the November 2016 Election*

At the general election held on November 8, 2016, two ballot measures proposing to regulate rent increases—Measures V and W—were presented to the City’s electorate.

Measure V, a citizen-initiated ballot measure, proposed amending the city charter to add the CSFRA. The ballot pamphlet distributed to voters included the City Attorney’s impartial analysis, which explained that Measure V would “limit the amount that landlords could increase the rent[;] . . . prohibit landlords from evicting a tenant except for specified reasons[;]” and create a “rental housing committee [that] . . . would set the base rent[,] establish regulations[,] determine allowable annual rent adjustment[,] establish the amount of penalties and go to court to enforce the measure.” The ballot pamphlet also included arguments for and against Measure V, and rebuttals to those arguments. The argument in favor of Measure V stated, among other things, that the measure would “[a]llow[] rents to be raised 2 to 5% annually”; “[a]llow[] larger rent increases for increased maintenance costs or property taxes or if a landlord skips a year”;

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<sup>3</sup> At a February 26, 2018 meeting of the Committee, special counsel to the Committee stated that mobile home residents who rent their mobile home “may be renting the mobilehome either from the park owner or from a third party.” An Associate Planner from the City then stated: “Just for clarification . . . and [*sic*] none of the mobilehome parks there are coaches for rent except at Santiago Villa and Sahara [Village]. At Santiago Villa, there are about 70, 75 coaches for rent. And in Sahara [Village], about 66.” Committee Member Grunewald then added, “And -- and some of the -- some of the parks would have agreements where you cannot sublet or rent your (overlapping).” The Associate Planner jumped in: “I think in general that is, so these coaches for rent are done by the owner of the park.” The Associate Planner’s comments are ambiguous. The comments can be interpreted as indicating that there are approximately 136 (70 + 66) to 141 (75 + 66) rented mobile homes in the City *total*, all of which are located in two parks and all of which are rented out by those parks’ owners. Alternatively, the comments can be understood as representing that there are approximately 136 to 141 mobile homes rented out by park owners in the City, all in two parks, and as not addressing mobile homes rented out by individual homeowners.

“limit[] evictions to specific situations”; “[e]xempt[] all units built after February 1, 1995, as well as all single-family homes, duplexes, condos and in-law units, and all new housing (does not discourage growth);” “[r]oll[] rents back to October 2015 levels;” “[c]reate[] an independent Committee to administer and enforce the law, providing flexibility, accountability and transparency;” and “[a]llow[] the creation of similar protections for mobile home residents.”

Measure W was placed on the ballot by the city council. It proposed the adoption of an ordinance to regulate rents, resolve rental housing disputes, and prohibit the eviction of tenants without just cause.

The Measure V ballot materials noted various differences between the two measures. The rebuttal to the argument in favor of Measure V asserted that Measure W was “the better, smarter renter’s initiative” because (1) it proposed an ordinance that could be more easily changed than Measure V’s charter amendment; (2) unlike Measure V, it would “protect residents who live in newer buildings or residents who will live in buildings yet to be constructed”; and (3) it would encourage landlords to maintain and upgrade their buildings whereas Measure V would not. The rebuttal to the argument against Measure V noted that “Measure V creates a Rental Housing Committee to administer and enforce the law, comprised of a majority uninvolved in the landlord or real estate business[] [whereas] Measure W places key decisions in the hands of unknown arbitrators . . . .” The rebuttal to the argument against Measure V also claimed that Measure W allowed for greater rent increases and would “invite[] evictions for higher rents.” Finally, it argued that “Measure V allows the Committee to protect mobile home residents. Measure W *explicitly excludes* mobile home residents.”

Measure V was approved by a majority of voters; Measure W was not.

### 3. *Key Provisions of the CSFRA*

The CSFRA, as enacted by Measure V, is set forth in Article XVII of the Mountain View City Charter (M.V. Charter). As amended by the CSFRA, section 1700 of the charter states the CSFRA's title and purpose. It provides: "This Amendment shall be known as the Mountain View Community Stabilization and Fair Rent Charter Amendment. The purpose of this Amendment is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Mountain View by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment and guaranteeing fair protections for renters, homeowners, and businesses." (M.V. Charter, § 1700.)

The CSFRA's limitations on rent increases and evictions apply only to "Covered Rental Units," a term defined as "[a]ll Rental Units not specifically exempted by this Article." (*Id.*, § 1702(d), italics omitted.)<sup>4</sup> The CSFRA defines "Rental Unit" as "[a]ny building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the Tenant." (*Id.*, § 1702(s).) As the definition of Covered Rental Units implies, certain Rental Units are exempt from the CSFRA, including "[s]ingle-family homes."<sup>5</sup> (*Id.*, § 1704(a).) Single-family home is

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<sup>4</sup> Italics are omitted from all further citations to the City Charter.

<sup>5</sup> Also fully exempt from the CSFRA are condominiums; "other Rental Units specified in Civil Code § 1954.52(a)(3)(A)"; companion units "permitted and in compliance with Mountain View City Code Chapter 36, Article IV, Division 10"; duplexes "as defined in Mountain View City Code Section 36.60.11"; "[u]nits in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of fewer than thirty (30) days as defined in Mountain View City Code section 33.1(d)"; "Rental Units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned

defined, for purposes of the CSFRA, as a “detached building containing a single residential dwelling unit separately alienable from any other dwelling unit.” (*Id.*, § 1702(t).)

The CSFRA does not define mobile home or mobile home park; indeed, those terms do not appear in the CSFRA.

4. *The Committee Determines that the CSFRA Does Not Apply to Mobile Homes and Mobile Homes Spaces*

In April 2017, following an unsuccessful (and unrelated) legal challenge to the CSFRA, the city council appointed the Committee. In late 2017, the Committee considered whether the CSFRA applies to mobile homes spaces and rented mobile homes.

In a December 4, 2017 memorandum to the Committee, the City Attorney and special counsel to the Committee concluded that mobile home spaces are covered by the CSFRA. Specifically, counsel advised that mobile home spaces fall within the CSFRA’s definition of Rental Unit because “[a] resident who rents a space for a mobile home would be considered to rent ‘other rental property rented or offered for residential purposes.’ ” Counsel further concluded that mobile home spaces do not fall within any of the CSFRA’s exemptions. As to rented mobile homes, counsel advised that “[t]he

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and operated by an accredited institution of higher education”; “Rental Units owned or operated or managed by a not-for-profit organization pursuant to a tax credit program”; “Rental Units which a government unit, agency or authority owns, operates, or manages, or in which governmentally-subsidized Tenants reside, if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent control”; and “Rental Units with first certificate of occupancy after the effective date of [the CSFRA].” (M.V. Charter, §§ 1704(a), (b), and (c), 1703(a)(1)-(6).) The following are exempt from the CSFRA’s rent stabilization provisions but not from its just cause for eviction protections: “Rental Units with an initial certificate of occupancy dated between February 1, 1995 and the effective date of [the CSFRA] and . . . Rental Units governed by Mountain View City Code Chapter 36, Article XIV (‘Affordable Housing Program’) to the extent permissible by law.” (M.V. Charter, § 1703(b)(1)-(2).)

answer is not as straightforward” due to “ambiguities in both State law and the CSFRA” and concluded that “it would be reasonable for the [Committee] to conclude the rental of mobile homes is covered or not covered.”

On February 26, 2018, by a vote of three-to-two, the Committee adopted a resolution concluding that neither mobile homes nor mobile home spaces qualify as Rental Units under the CSFRA.

5. *Appellants Unsuccessfully Petition for a Downward Rent Adjustment Under the CSFRA*

Bolhouse and Larson are City residents and tenants of the Santiago Villa mobile home park. They filed a petition with the Committee seeking a downward rent adjustment for their mobile home space on February 12, 2018, before the Committee determined whether the CSFRA applied to mobile homes and mobile home spaces. That petition was denied on March 2, 2018 based on the Committee’s determination that the CSFRA does not apply to mobile home spaces.

## **II. PROCEDURAL HISTORY**

On March 29, 2018, Bolhouse and Larson filed a petition for writ of mandate under Code of Civil Procedure section 1085 seeking to compel the Committee to rescind the resolution providing that the CSFRA does not apply to mobile homes and mobile home spaces, establish rules and regulations applying the CSFRA to mobile homes and mobile home spaces, and vacate the denial of their petition for downward rent adjustment. In June 2018, Bolhouse and Larson as petitioners and the City and the Committee (collectively, the City respondents) as respondents stipulated to intervention in the writ proceedings by V.O. Limited Partners (owner of the Sahara Village mobile home park) and V.G. Investments (owner of the Santiago Villa mobile home park) (collectively, the mobile home park owners). The City respondents and the mobile home park owners separately opposed the petition.

On August 28, 2018, the trial court filed an order denying the petition. The court reasoned that the CSFRA is ambiguous as to whether it applies to mobile homes and mobile home spaces, the Committee had the discretion to determine whether or not the CSFRA so applies, and the Committee did not abuse its discretion in interpreting the CSFRA as not applying to mobile homes and mobile home spaces.

Bolhouse and Larson timely appealed.

### **III. DISCUSSION**

Bolhouse and Larson contend that the CSFRA unambiguously applies to mobile homes and mobile home spaces such that the Committee had a ministerial duty to promulgate rules and regulations applying the CSFRA to those types of rentals. By contrast, the City respondents argue that the law is ambiguous as to its applicability to mobile homes and mobile home spaces, whether to apply it to such rentals was left to the Committee's discretion, and the Committee did not abuse its discretion in declining to apply the law to mobile homes and mobile home spaces. The mobile home park owners advance similar arguments. They further contend that, if applied to mobile home parks, the CSFRA would be preempted by the Mobilehome Residency Law.

#### **A. Legal Principles**

##### *1. Availability of Mandate Relief*

“A writ of mandate may be issued by any court to any inferior tribunal, corporation, board, or person, to compel the performance of an act which the law specially enjoins, as a duty resulting from an office, trust, or station . . . .” (Code Civ. Proc., § 1085, subd. (a).) The availability of mandate relief depends on the nature of the duty at issue. Mandamus may be used to compel the performance of a purely ministerial duty. (*Alejo v. Torlakson* (2013) 212 Cal.App.4th 768, 779.) By contrast, where the duty in question is “quasi-legislative duty entitled to a considerable degree of deference,” mandamus may not be used to compel an official to exercise discretion in a particular manner but will lie to correct an abuse of discretion. (*Id.* at pp. 779-780.) “A decision is

an abuse of discretion only if it is ‘arbitrary, capricious, entirely lacking in evidentiary support, unlawful, or procedurally unfair.’ [Citation.]” (*Mooney v. Garcia* (2012) 207 Cal.App.4th 229, 235 (*Mooney*).)

## 2. *Principles Governing the Interpretation of Charter Provisions*

“The principles of construction that apply to statutes also apply to the interpretation of charter provisions. [Citation.] ‘In construing a provision adopted by the voters our task is to ascertain the intent of the voters.’ [Citation.] ‘We look first to the language of the charter, giving effect to its plain meaning. [Citation.]’ ” (*Don’t Cell Our Parks v. City of San Diego* (2018) 21 Cal.App.5th 338, 349 (*Don’t Cell Our Parks*).) “When interpreting the text of a specific provision, we consider the language of the entire legislative scheme and related statutes . . . .” (*People v. Rodriguez* (2016) 1 Cal.5th 676, 686.) If the language of the charter amendment remains ambiguous after taking account of its text and structure, “we may consider extrinsic sources, such as . . . ballot materials.” (*California Cannabis Coalition v. City of Upland* (2017) 3 Cal.5th 924, 934 (*California Cannabis*).) We presume the voters were aware of existing law. (*Ibid.*)

## 3. *Standard of Review*

“ ‘ “In reviewing a trial court’s judgment on a petition for writ of ordinary mandate, we apply the substantial evidence test to the trial court’s factual findings[, if any.]” [Citation.] . . . We independently review findings on legal issues . . . .’ ” (*Fry v. City of Los Angeles* (2016) 245 Cal.App.4th 539, 549.) The interpretation of a city charter is such a legal issue. (*Don’t Cell Our Parks, supra*, 21 Cal.App.5th at pp. 349-350.)

### ***B. The CSFRA Does Not Unambiguously Apply to Mobile Homes and Mobile Home Spaces***

Our first task is to determine whether the CSFRA unambiguously applies to mobile homes and mobile home spaces such that the Committee had a ministerial duty to promulgate rules and regulations applying the CSFRA to those types of rentals. We

consider mobile homes and mobile home spaces separately and begin by examining the plain language of the enactment.

### *1. Mobile Homes*

The CSFRA defines “Rental Unit” broadly to include all “structure[s] . . . rented or offered for rent for residential purposes . . . .” (M.V. Charter, § 1702(s).) There appears to be no dispute that mobile homes fit within that broad definition.

Section 1704, entitled “Additional homeowner protections,” states that “[h]omeownership is of great importance to the residents of the City of Mountain View” and fully exempts certain rentals from the CSFRA including single-family homes. (M.V. Charter, § 1704(a).) The parties dispute whether the single-family home exemption can reasonably be read to include mobile homes.

The CSFRA defines a single-family home as a “detached building containing a single residential dwelling unit separately alienable from any other dwelling unit.” (M.V. Charter, § 1702(t).) A mobile home is detached, contains a single residential dwelling unit, and is separately alienable (i.e., can be sold separately) from any other dwelling unit.<sup>6</sup>

Whether a mobile home is a “building” is less clear. The CSFRA does not define the term “building.” Bolhouse and Larson contend a mobile home is not a building because the City Code defines a mobile home as a “vehicle.” (Mountain View City Code, § 36.60.29 (M.V. City Code) [defining mobile home as “[a] vehicle, other than a motor vehicle, designed or used for human habitation, for carrying persons and property on its own structure, and for being drawn by a motor vehicle.”].) The City respondents

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<sup>6</sup> Bolhouse and Larson argue, without explanation, that “[o]nce a mobile home is affixed [to the land], it is no longer alienable and separate . . . .” But the CSFRA’s definition of single-family home does not contain the phrase “alienable and separate.” The requirement is “separately alienable from any other dwelling unit.” Mobile homes, regardless of whether they are affixed to the land, are separately alienable from any other dwelling unit.

object to Bolhouse and Larson’s reliance on the City Code definition of mobile home, noting that the CSFRA expressly incorporates specified definitions set forth in the City Code, but not the City Code definition of mobile home.

Even assuming reliance on unreferenced City Code definitions is appropriate, the City Code provides little clarity as to whether a mobile home constitutes a single-family home for purposes of the CSFRA. First, it is unclear whether modern day mobile homes even fit within the City Code’s definition of “mobile home.” As previously noted, today’s mobile homes are in fact relatively immobile. It is far from clear that they are “designed or used for carrying [(i.e., transporting)<sup>7</sup>] persons and property.” (M.V. City Code, § 36.60.29.) Second, as discussed above, a mobile home falls within the CSFRA’s definition of single-family home if it is a building. The City Code defines “[b]uilding” as “[a]ny structure having a roof supported by columns or walls, used or intended to be used for the shelter or enclosure of persons, animals or property.” (M.V. City Code, § 36.60.07, boldface omitted.)<sup>8</sup> Mobile homes fall within that definition. Third, the City Code defines “[s]ingle-family dwelling” as “[a] detached *building* designed for and/or occupied exclusively by one (1) family or household” and as including “*manufactured . . . housing.*” (M.V. City Code, § 36.60.41, italics added.) Thus, the City Code’s definition of single-family dwelling suggests that a manufactured home is a building. The City Code does not define manufactured housing or manufactured home. But, as noted above, under state law, manufactured homes are mobile homes constructed on or after June 15, 1976. (See Health & Saf. Code, § 18007, subd. (a) [defining “ ‘[m]anufactured home’ ”]; § 18008, subd. (a) [defining “ ‘[m]obilehome’ ”].) If anything, the foregoing City Code provisions support the conclusion that a mobile

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<sup>7</sup> The dictionary definition of “carry” is “transport.” (Merriam-Webster Dict. Online <<https://www.merriam-webster.com/dictionary/carry>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/3YLZ-VR39>>.)

<sup>8</sup> Boldface is omitted from all further citations to the City Code.

home can be a building, such that the CSFRA’s single-family home exemption can reasonably be read as including mobile homes.

Assuming, as the City respondents argue, that reliance on the City Code definitions is improper, we look to dictionary definitions of the word “building” to determine whether a mobile home constitutes a single-family home for purposes of the CSFRA. Merriam-Webster Dictionary defines “building” as “a usually roofed and walled structure built for permanent use (as for a dwelling).”<sup>9</sup> Mobile homes arguably fit within that definition. The Oxford English Dictionary defines “building” as “[t]hat which is built; a structure, edifice: now a structure of the nature of a house built where it is to stand.”<sup>10</sup> Mobile homes are not built on site, and therefore do not satisfy that definition of building. Given the uncertainty as to whether a mobile home is a building, we conclude that—when viewed in isolation—the plain language of the single-family home exemption is ambiguous as to whether it includes mobile homes.

Of course, we must consider the language of the charter amendment in the context of both the amendment as a whole and the overall scheme of law of which it is part (*In re Marriage of Ankola* (2019) 36 Cal.App.5th 560, 565), including “other legislation on the same or similar subjects.” (*Quarterman v. Kefauver* (1997) 55 Cal.App.4th 1366, 1371 (*Quarterman*).) Accordingly, we consider the entirety of the CSFRA and related legislation in an effort to determine whether voters intended for the CSFRA to apply to rented mobile homes.

The CSFRA’s stated purpose is “to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Mountain View by

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<sup>9</sup> (Merriam-Webster Dict. Online <<https://www.merriam-webster.com/dictionary/building>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/8L9V-DQCU>>.)

<sup>10</sup> (Oxford English Dict. Online <<https://www.oed.com/view/Entry/24409?rskey=1mQn36&result=2&isAdvanced=false#eid>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/EB3U-VZET>>.)

controlling excessive rent increases and arbitrary evictions *to the greatest extent allowable under California law*, while ensuring Landlords a fair and reasonable return on their investment and guaranteeing fair protections for renters, homeowners, and businesses.” (M.V. Charter, § 1700, italics added.) The CSFRA further states that it “shall be liberally construed to achieve . . . [its] purposes . . . and to preserve its validity.” (*Id.*, § 1716.) These provisions support an inference that voters intended the CSFRA to apply broadly, arguably even to mobile homes.

The single-family home exemption appears in a section entitled “Additional homeowner protections,” which states that “[h]omeownership is of great importance to the residents of the City of Mountain View.” (M.V. Charter, § 1704.) Mobile home owners are homeowners. Accordingly, the preamble to the single-family home exemption suggests that voters intended to exempt mobile homes from the CSFRA in order to provide “[a]dditional homeowner protections” to homeowners who happen to own mobile homes. (*Ibid.*)

Bolhouse and Larson contend that the CSFRA’s single-family home exemption cannot reasonably be read as including mobile homes because “California law and local real estate ordinances uniformly treat mobile homes and single-family homes as separate categories.” In fact, the City Code provides that “[*m*]obile homes (identified as manufactured homes by the National Manufactured Housing Construction and Safety Standards Act of 1974) [that are located] on lots zoned for conventional single-family dwellings” “*are considered the same as single-family dwellings*, and are permitted by Sec. 36.10.05 (Residential Zone Land Uses and Permit Requirements) in all zoning districts that allow single-family dwellings.” (M.V. City Code, § 36.12.30, italics added.) It could be argued that there exists a distinction between mobile homes located in mobile home parks and those located on lots zoned for conventional single-family dwellings. But the CSFRA makes no such a distinction.

In view of the foregoing, we conclude that the language of the CSFRA, even when

considered in context, is ambiguous as to whether it applies to mobile homes. We shall turn to extrinsic aids below. First, however, we consider the applicability of the CSFRA to mobile home spaces.

## 2. *Mobile Homes Spaces*

Again, the CSFRA defines “Rental Unit” as “[a]ny building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the Tenant.” (M.V. Charter, § 1702(s).)

Bolhouse and Larson argue that a mobile home space falls within the CSFRA’s definition of “Rental Unit” because a mobile home space is “land appurtenant” to a structure (e.g., a mobile home). The CSFRA does not define “appurtenant.” The ordinary meaning of appurtenant is “constituting a legal accompaniment”<sup>11</sup> or “constituting a property or right subsidiary to one which is more important.”<sup>12</sup> Using that definition, land appurtenant to a structure is land that legally accompanies the structure and that one has a right to use by virtue of one’s right to use the structure. An example is a yard belonging to a rental unit. Under this construction of the word “appurtenant,” a mobile home space would constitute land appurtenant to the mobile home if the space did not need to be rented separately from the mobile home itself. But that is not the case. Bolhouse and Larson correctly note that the CSFRA’s definition of “Rental Unit” uses of the word “or” before “land appurtenant thereto,” suggesting that such land can be rented independently from any building or structure, as is true of mobile home spaces.

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<sup>11</sup> Merriam-Webster Dict. Online <<https://www.merriam-webster.com/dictionary/appurtenant>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/Z2ZS-EXS6>>.)

<sup>12</sup> (Oxford English Dict. Online <<https://www.oed.com/view/Entry/9924?redirectedFrom=appurtenant+#eid>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/XU35-YZXS>>.)

At best, the language of the CSFRA is ambiguous as to whether mobile home spaces constitute “land appurtenant” to a structure and, by extension, “Rental Units” to which the CSFRA applies.

The Committee’s counsel concluded that a mobile home space is a “Rental Unit” covered by the CSFRA because it constitutes “other rental property rented or offered for rent for residential purposes.” The City respondents and the mobile home parks argue that the CSFRA’s definition of “Property” forecloses that construction. The CSFRA defines “Property” as “[a]ll Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.” (M.V. Charter, § 1702(m).) According to the City respondents and the mobile home parks, given that definition, “other rental property” refers only to structures, not lots such as mobile home spaces.

Bolhouse and Larson respond that the definition of “Rental Unit” does not use the defined term “Property” but rather refers to property in its ordinary sense. For that argument, they note that “property” is not capitalized in the definition of “Rental Unit,” but is capitalized elsewhere in the CSFRA. (M.V. Charter, §§ 1702(m), 1705(a)(4), 1709(n).) We do not find the lack of capitalization to be dispositive here. The CSFRA does not specify that defined terms have their defined meanings only when capitalized and its capitalization of defined terms, including “Property,” is inconsistent. For example, the CSFRA permits the Committee or Hearing Officer to consider various factors when making an upward rent adjustment to ensure the landlord receives a fair rate of return. (*Id.*, § 1710(a)(2).) Among those factors is “[t]he cost of planned or completed capital improvements to the Rental Unit . . . [that] are necessary to bring *the Property* into compliance or maintain compliance with applicable local codes affecting health and safety.” (*Id.*, § 1710(a)(2)(C), italics added.) However, the CSFRA prohibits consideration of “[t]he costs of capital improvements that are not necessary to bring *the property* into compliance or maintain compliance with applicable local codes affecting health and safety.” (*Id.*, § 1710(a)(3)(C), italics added.) Context and proximity in the

CSFRA make clear that section 1710(a)(2)(C) and section 1710(a)(3)(C) use Property (capitalized) and property (lower case) to refer to the same thing. The CSFRA's inconsistent use of capitalization creates an ambiguity as to the intended meaning of "property" in the definition of "Rental Unit."

More compelling is Bolhouse and Larson's argument that the definition of "Rental Unit" cannot reasonably be read as incorporating the defined term "Property" for two reasons. First, the definition of "Property" incorporates the defined term "Rental Unit." To include the defined term "Property" in the definition of "Rental Unit" would render both definitions circular. Second, the definition of "Rental Unit" becomes nonsensical when the CSFRA's definition of "Property" is incorporated into it. Specifically, the definition of "Rental Unit" becomes "[a]ny building, structure, or part thereof, or land appurtenant thereto, or any other rental [all Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership] rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the Tenant." (M.V. Charter, § 1702(s), (m).) Under that construction of "Rental Unit," groups of Rental Units on a single parcel or contiguous parcels that are under common ownership constitute a single "Rental Unit." We agree with Bolhouse and Larson that "Rental Unit" cannot reasonably be construed as incorporating the defined term "Property."

The ordinary meaning of "property" is "something owned or possessed, *specifically*: a piece of real estate."<sup>13</sup> When property is given that meaning in the CSFRA's definition of "Rental Unit," "other rental property rented or offered for rent for residential purposes" appears to include mobile home spaces. The parties agree that

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<sup>13</sup> Merriam-Webster Dict. Online <<https://www.merriam-webster.com/dictionary/property>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/3LLN-92WZ>>.)

mobile homes spaces do not fall within any of the CSFRA's exemptions. Thus, when the CSFRA's definition of "Rental Unit" is viewed in isolation, mobile home spaces appear to be covered.

But "[s]tatutory language which seems clear when considered in isolation may in fact be ambiguous or uncertain when considered in context." (*Quarterman, supra*, 55 Cal.App.4th at p. 1371.) As previously discussed, provisions of the CSFRA stating that its purpose is to "control[] excessive rent increases and arbitrary evictions to the greatest extent allowable under California law" and that it "shall be liberally construed to achieve . . . [its] purposes" can be read as evincing an intent for the CSFRA to apply to mobile home spaces. (M.V. Charter, §§ 1700, 1716.)

Relevant context also includes other legislation on subjects similar to those addressed by the CSFRA—namely, rent control and eviction protections. The Costa-Hawkins Rental Housing Act (Civ. Code, §§ 1954.50-1954.535; hereafter Costa-Hawkins) prohibits the application of local rent control laws to certain rental units. A rental unit is exempted from local rent control laws by Costa-Hawkins if, for example, it has a certificate of occupancy issued after February 1, 1995 (Civ. Code, § 1954.52, subd. (a)(1)) or (subject to certain exceptions) it is "alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code" (*id.*, § 1954.52, subd. (a)(3)(A)). Costa-Hawkins does not apply to mobile homes or mobile home spaces. (*Id.*, § 1954.51, subd. (b)).

The CSFRA exempts Rental Units with an initial certificate of occupancy dated February 1, 1995 or after from its rent control provisions. (M.V. Charter, § 1703(b)(1), (a)(5).) And the CSFRA fully exempts "Rental Units specified in Civil Code § 1954.52(a)(3)(A)." (M.V. Charter, § 1704(a).) These provisions indicate that the CSFRA was drafted to avoid conflicts with Costa-Hawkins.

The Mobilehome Residency Law regulates the landlord-tenant relationship

between mobile home park owners and residents. (*Sequoia Park, supra*, 176 Cal.App.4th at pp. 1279-1280.) Among other things, it exempts certain mobile home spaces from local rent control laws including “any newly constructed spaces initially held out for rent after January 1, 1990” (Civ. Code, §§ 798.45, 798.7); spaces that are “not the principal residence of the homeowner and the homeowner has not rented the mobilehome to another party” (*id.*, § 798.21); and spaces governed by “[r]ental agreements meeting certain criteria” (*id.*, § 798.17).<sup>14</sup> The CSFRA does not contain similar exemptions, indicating that the CSFRA was not drafted to avoid conflicts with the Mobilehome Residency Law in the way that it was drafted to avoid conflicts with Costa-Hawkins.

In addition to exempting some mobile home spaces from local rent control laws, the Mobilehome Residency Law regulates evictions from mobile home spaces. Specifically, it permits a mobile home park to terminate a mobile home space tenancy for only a limited number of statutorily enumerated reasons. (Civ. Code, § 798.56.) Similarly, the CSFRA permits the termination of a tenancy for only specified reasons. (M.V. Charter, § 1705.) Conflicts exist between the conditions permitting eviction under the Mobilehome Residency Law and those permitting eviction under the CSFRA. For

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<sup>14</sup> Specifically, rental agreements must meet the following criteria: “(1) The rental agreement shall be in excess of 12 months’ duration. [¶] (2) The rental agreement shall be entered into between the management and a homeowner for the personal and actual residence of the homeowner. [¶] (3) The homeowner shall have at least 30 days from the date the rental agreement is first offered to the homeowner to accept or reject the rental agreement. [¶] (4) The homeowner who signs a rental agreement pursuant to this section may void the rental agreement by notifying management in writing within 72 hours of returning the signed rental agreement to management. This paragraph shall only apply if management provides the homeowner a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement. [¶] (5) The homeowner who signs a rental agreement pursuant to this section may void the agreement within 72 hours of receiving an executed copy of the rental agreement pursuant to Section 798.16. This paragraph shall only apply if management does not provide the homeowner with a copy of the signed rental agreement at the time the homeowner returns the signed rental agreement.” (Civ. Code, § 798.17, subd. (b).)

example, the Mobilehome Residency Law permits eviction for failure “to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the homeowner receives a notice of noncompliance from the appropriate governmental agency.” (Civ. Code, § 798.56, subd. (a).) The CSFRA does not. The Mobilehome Residency Law also permits a mobile home space tenancy to be terminated when the homeowner or resident is convicted of prostitution, a felony controlled substance offense, or another enumerated offense and “the act resulting in the conviction was committed anywhere on the premises of the mobilehome park, including, but not limited to, within the homeowner’s mobilehome.” (Civ. Code, § 798.56, subd. (c)(1).) By contrast, the CSFRA permits eviction for conduct, including conduct that violates state or federal criminal laws, that “destroy[s] the peace, quiet, comfort, or safety of the Landlord or other tenants at the Property.” (M.V. Charter, § 1705(a)(4).) The conflicts between the CSFRA’s just cause eviction provisions and the Mobilehome Residency Law’s restrictions on the termination of mobile home space tenancies further indicate that the CSFRA was not drafted to avoid conflicts with the Mobilehome Residency Law in the way that it was drafted to avoid conflicts with Costa-Hawkins.

The fact that the CSFRA was not drafted to avoid conflicts with the Mobilehome Residency Law but was drafted to avoid conflicts with Costa-Hawkins supports an inference that the CSFRA was not intended to apply to mobile home spaces. Bolhouse and Larson note that the CSFRA contains a severability provision (M.V. Charter, § 1716) and they argue that the CSFRA authorizes the Committee to establish regulations to avoid the conflicts discussed above. But even if the conflicts with the Mobilehome Residency Law do not preclude the application of portions of the CSFRA to some mobile home spaces, they do support an inference that voters did not intend for the CSFRA to apply to mobile home spaces.

Based on the foregoing, the language of the CSFRA considered in context is ambiguous as to its applicability to mobile home spaces. Therefore, we turn to extrinsic

aids.

### 3. *Extrinsic Materials*

Ballot materials are among the extrinsic aids we may consult in determining voter intent. (*California Cannabis, supra*, 3 Cal.5th at p. 934.) The Measure V ballot pamphlet mentioned mobile home residents twice. The argument in favor of Measure V stated that the measure would limit rent increases and evictions and “[a]llows the creation of similar protections for mobile home residents.” The rebuttal to the argument against Measure V asserted that “Measure V allows the Committee to protect mobile home residents. Measure W *explicitly excludes* mobile home residents.” “Allow” means “permit” or “fail to restrain or prevent.”<sup>15</sup> Accordingly, the ballot pamphlet statements indicate voters understood that the CSFRA would not automatically apply to mobile homes and mobile home spaces and that it would be up to the Committee to decide whether and how to create rent and eviction protections for mobile home residents. Thus, the ballot pamphlets support the inference that voters intended for the Committee to exercise its discretion to determine whether and how to apply the CSFRA to mobile homes and mobile home spaces.

Bolhouse and Larson argue that voters’ passage of Measure V, combined with their rejection of Measure W, evinces an intent for mobile home residents to benefit from rent control and just cause eviction protection. That argument ignores the numerous other differences between the two measures, all of which were highlighted in the ballot materials, including (1) that Measure W proposed an ordinance while Measure V proposed a charter amendment; (2) that Measure W would have applied to residents in newer and yet-to-be-constructed buildings; (3) differences in allowable rent increases; and (4) that Measure W was backed by the city council while Measure V was backed by

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<sup>15</sup> Merriam-Webster Dict. Online <<https://www.merriam-webster.com/dictionary/allow>> [as of Dec. 22, 2020], archived at: <<https://perma.cc/T29W-G4KJ>>.)

a coalition of tenants.

Bolhouse and Larson also attach meaning to the city council's September 2016 decision to table its discussion of mobile home park issues, including rent control, until after the election. In connection with that decision, the Mayor was quoted in a local media report as having expressed the view that “ ‘the solution could be different depending on what happens at the ballot box’ ” and that “ ‘this is something we do care about and want to pursue somehow, but it would be more appropriate after the election.’ ” Bolhouse and Larson say the city council's action “suggests that it . . . understood that CSFRA offered protections for mobile home tenancies.” We disagree. Voters were presented with two different approaches to rent control on the November 2016 ballot. Regardless of whether the city council believed that either ballot measure applied to mobile homes and mobile home spaces, it reasonably could have decided to wait and see whether voters approved of rent control at all—and, if so, in what form—before they tackled the issue of rent control for mobile home parks.

Given the ambiguity of the CSFRA and the language in the ballot pamphlet indicating that Measure V would not automatically protect mobile home residents, we conclude that the CSFRA did not impose on the Committee a ministerial duty to promulgate rules and regulations applying the CSFRA to mobile homes and mobile home spaces. At best, the CSFRA left the decision whether to apply the CSFRA to such rentals to the Committee's discretion.

***C. The Committee Did Not Abuse its Discretion***

Given our conclusion that the Committee did not have a ministerial duty to promulgate regulations applying the CSFRA to mobile homes and mobile home park spaces, mandamus will lie only if the Committee abused its discretion in resolving that the CSFRA does not apply to those rentals. That decision was not “ ‘arbitrary, capricious, entirely lacking in evidentiary support, unlawful, or procedurally unfair.’ [Citation.]” (*Mooney, supra*, 207 Cal.App.4th at p. 235.) To the contrary, it was entirely

reasonable given the ambiguity of the CSFRA and the conflicts between the CSFRA and the Mobilehome Residency Law. Accordingly, we find no abuse of discretion.

**IV. DISPOSITION**

The order denying Bolhouse and Larson's petition for writ of mandate is affirmed. The parties shall bear their own costs on appeal.

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ELIA, ACTING P.J.

WE CONCUR:

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GROVER, J.

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DANNER, J.